P.F. 30 of 96

G. R. S. IX-5]

Previous references. 1895-96

~~192~~.

(P. F.)

File No. 23 of 95

Serial Nos. 1 to 5.

Later references.

P. F. 125 of 96

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 1 to 5.

Ov. ~~Part~~ B for Session 1896.

SUBJECT.

Appt. of Vakeels in Mainpuri, Etawah, Farrukhabad, Etah & Mainpuri

---

WD 2233—GPB—20,000—14-6-20

Read:-

(3)

Docket No 6 dated 5th April 1887 from the Deputy Commissioner, Kassan District, submitting the sale proceedings of Jodi Haribanpur village in the Hale Paraganas Zilla.

Letter No 269 of 13th September, from the Deputy Comm[r] Kassan Dist[t] submitting explanation on the discrepancies noticed in the Docket No. 388-14 of 20th April 1887.

Order No 4962-70 dated Nagpore 1st Dec[r] 87
Cr 124.

The sale of 11 3/4 Pattis of Jodi Haribanpur as per particulars given in the sale proceedings and in the memo attached to the Deputy Comm[r]'s report No 6, of 5th April 1887, is confirmed, and the Deputy Comm[r] will be requested to place the purchasers in possession of the Pattis by means of written notice to all Pattidars. The sale is subject to any legally existing private arrangement among the Pattidars as regards the mode of appointment of the entire Jodi village. This declaration must be embodied in the notices to be issued as above to the Pattidars as well as in the sale certificate to be issued to the purchasers. It is necessary to make this declaration in express terms as a necessary result of the act of grace under which specified individual Pattis, and not the entire Jodi village, have been sold. In strict law the entire Jodi village was liable to be sold

(4)

Case referred by the Dy Commr of Hassan
with letter No 2024 of 25th June 1896.

[redacted]
Venkatakrishnaiya

Counter Petitioner
Subraya.

List of papers in English.

(1) Judgment of the Chief Court in A.S. No 32 of 1892
with printed translations of certain exhibits
(2) Assistant-Commr's memo of 15.5.95.
(3) Proc of Govt No 4962-70 / Cir 124 of 1.12.97.
(4) Dy Commr's letter.
(5) Venkatakrishnaiya's petition of 16.7.96.
(6) Docket-ed Dy Commr of 10.8.96.
(7) Copy of Dy Commr's docket-ed 5.4.98 with a copy of the memo therewith sent No 4962-70
(7) Dy Commr's docket-ed 12.8.96.

[redacted]
memorandum No 124 dated
the file relative to this
be traced. It was subsequently
found at the Dy Commr's office
that no intimation
No 6 of 5th April 1887 & the many
which accompanied it
very interesting
must be produced
all events matter
were mentioned
considered

1/7/96

4 325 Various
1062 Vatos Berg
24

but as an act of grace, the Writtis of defaulters have alone been sold. The very existence of the division into Writtis is due to private arrangement between the parties and it would be impossible to give any effect to the sale of individual Writtis except by recognising this private arrangement. Such a sale is thus distinguishable from an ordinary sale for arrears of revenue, and the purchasers of the specified Writtis must be declared to take the position of the former holders of these Writtis towards the whole body of Writtidars, and as regards its mode of enjoyment of the entire Joti village. The purchasers in this case who themselves belong to the body of Writtidars cannot complain of the express declaration above ~~made~~ directed

2. In all future sales of a Joti village, the advertisement and certificate of sale should declare that the sale is "free from all tenures, encumbrances and rights created by the Jotidar (or Jotidars), or any of his predecessors in title or in any case subsisting against him", but when only specified Writtis of a Joti village are sold, there should be added to the above declaration the following words:—

"but not so as to affect or alter any legally "subsisting arrangement binding upon the "whole body of Jotidars and relating to the "mode of its enjoyment of the Joti Inam by "Writtis or Purmise."

(Sd) B. Vijayaraghavan
Chief Secy

Copy

2

7

5

Before the Government of *His Highness* the Maharaja of Mysore.

Case referred by the Commissioner, Kadur
with his letter ~~Appeal~~ No. 2054 of 25th June 1896.

~~Appellant.~~
Petitioner
Venkata Krishnayya

Vs.

Respondent.
Subbaya.

Notice issued.

31-7-96.

~~Decision~~
Both parties present, record called for
Record called for vide order dt. 31-7-96 to 4 p.m. 7-8-96
ordered to be issued for 6 produced.
Adjourned to 13th August
Parties are informed of this
31/7

13-8-96
Both parties present.
Case, receipt of papers
of Mr. Cavendish & Mr. Fraser
adjd to 27th instant.
13/8

27-8-96
Both parties present.
Time allowed till 29th
Order & Right Sundry
for production of accounts
opened & read. Both
parties have been informed of
this date.
27/8

read
31/8

(8)

Order

The question who decided is what is the extent of Jodi lands bought by the Setts. The answer is that all the lands forming the five Villages belonging to Kalve were bought by them - At the time of the sale these Villages had been out of the hands of the original Villagers and were in the possession of one Mallikarjuna a broker of the Setts and of the Comleshetty Subbayya - The latter acquired his rights by a private sale and the former at a court sale. The reason for the division of the Villages in this manner is explained to be that by an arrangement made by all the Villagers five of them should have been charged with the Jodi payment of payable to the Setts while the other two were held as practically rent free for purposes of temple and Brahmins - Each Village had his share in both - which from the Jodi-charged Villages he

income was insignificant, the bulk
of it having been abrogated by
the payment of the Jodi, the income
from the other holdings was retained by
Malkarjunayya, it was said, for the
the former holding - after that in the
of the Contractor had been released from
attachment in a miscellaneous Civil
proceeding started apparently by the
Pltr. The promise of the Apelt Court
Chandrasekharayya that Malkarjunayya
deliberately allowed the Jodi to fall
arrears in new to keep the whole
a new Sale is not improbable - But
fact does not debar the Petitioner from
hold in possession of the whole property
he acquired in the revenue Sale. It argues by the
Apelt Court both the Pltr & Contractor
were liable to pay the arrears, and
fact that Subraya (Contractor) bid for the whole
in the revenue Sale shows that he
notice
[illegible] fit - It was his plain
to have paid the arrears & stopped
the Sale. & His omission to do so
him - For the default the whole Village
were sold and they comprised not
entirely both what was in the
of Malkarjunayya & that of the
Pltr. The only reservation made
was
the order of Court that the purchaser

29th Dec 1896.

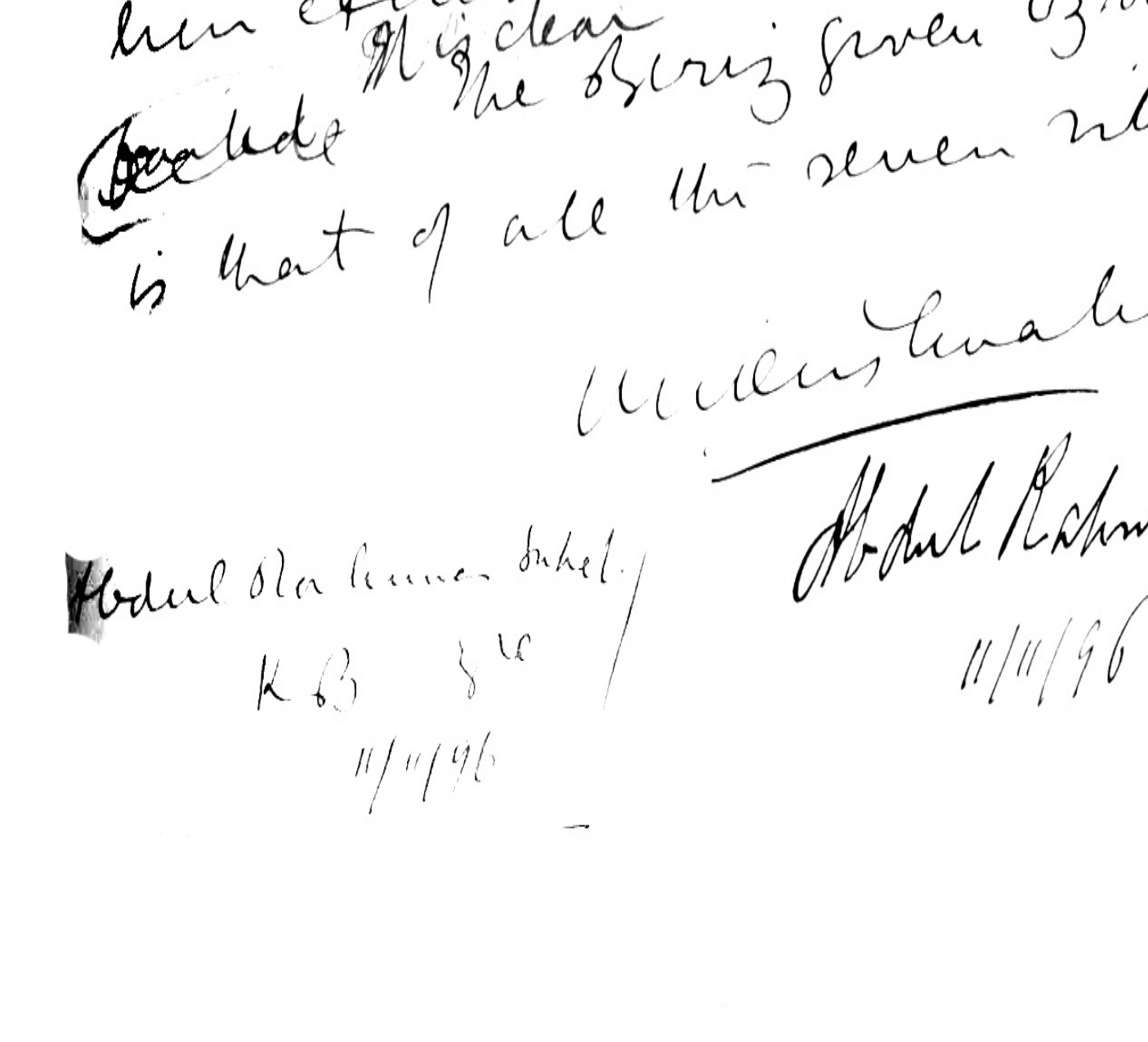
Rec'd Santa Fe Jan 2

Rec'd Santa Fe Jan 4 Read

Brder Received —

B.O.

the Villeins was bound to the rest
body of Villeins by the arrange
ment made by all of them
for the enjoyment of the village
In other words the Manor was
bound together by the arrangement
by which five virgates had been
set apart for the enjoyment of the
gods and two were reserved
for the Villeins upon free
from any deductions - Divided
not mean that the Villeins
themselves had become split up
into parts by the
but individual villeins
and fallen into their
in a revenue sale
enjoyments they formed
their character as a whole - Such
a reservation was not made
at the time of the sale or at
any time thereafter and the effect
of the default and sale extended
Therefore the whole Villein by whom
at the time of the sale.
service had been performed -
the symbol
the individual rights created among
the Manors of individual Villeins
were determined
by the revenue sale and the
purchaser at such sale took
their place as an entire single
holder His relation with the whole
body of Villeins was regulated



10

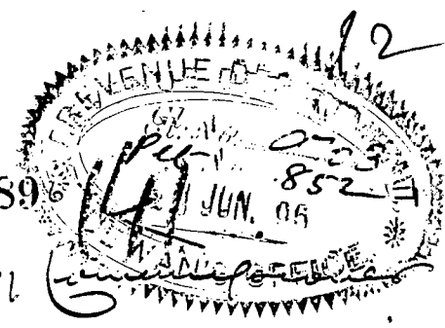
and continued by the order of Court.
There can therefore be any doubt that
the Pet^r. did not bought not
only what was in the possession
of Mallikarjunayya but also what
was held by Subraya Counter Pet^r.
He is entitled to put in possession
the whole of the lands. As pointed
out by the Dy Commr in his letter of
reference the Proc^s obtained by the
Pet^r was only formal & was not
such as was contemplated by the
L.R. Code - He is entitled to put
in actual possession under the provisions
of Sec 187 of the said Code and if necessary
of any one in possession resisting
the Dy Comr ought to proceed in accordance
with the provisions of Sec 209.

If Mallikarjunayya knowingly
& wilfully made the default suppressing
the counter Pet^n's claim the latter might
have had the arrears and saved his
enjoyment. Mallikarjunayya's act
cannot be deemed fraudulent. He
bought a right in a contingency with
regard to the land & bought no profits. He
made the default & thus bought the
whole subject to sale. If not, can
he [illegible]

(1)

L.R. 123-95-1

Gen. Serial No. 30.]



12

189 6 (4)

From The Dy Commissioner
Hassan District.

To

The ~~Chief~~ Secretary to the Government
~~Dewan~~ of Mysore.

General & Revenue Depts.

Petition marked
29.6.96

Dated 25th June 1896.

Despatched 27th

Received

Enclosures No. Ven. papers

General No. 2024
No. Secy

In reply to

SUBJECT.

Reporting upon the petition of Venkat Krishnaiah claiming possession of the lands purchased by him in a Revenue Sale and requesting orders in the matter.

Submitted
29/7
Gen Records.
Please put up the Papers of 1st Dec 1887 referred to in the last para of the letter
RM 29 copy submitted
Submitted with copy
RM 6/7 Please obtain & put up papers connected with the proceedings case of which is seen put up.
RM 6/7
Papers received from Dy Commr Hassan
6/7
Venkatachalapathi
Sheristadar
17/7

Sent to the Dy Commr. Hassan with the papers noted in the margin for report.
RM 6/8/96

Dy Commr Hassan
Please report
RM 10/8/96

Dy Commr Hassan
Please report
RM 15/9/96

Dy Commr Hassan
Please report
RM 16-7-96

References (to be entered only in the Dewan's Office.)

B.L. Pickup Rec. No. 4902-70 of 1st Dec 87. Cir 174

F23 3/7/96

The above proceedings is forwarded to the Deputy Commissioner, Hassan for favour of early disposal. Please send back the papers with your report in original and duplicate by the 31st July 96.
F23 3/7/96

13

Deputy Commissioner's Office
Hassan District

No 2024 Ex. Ver. Dated Camp Arkalgud 25th June 1896
Secy records.

From

A. Krishnaswamy Iyengar Esq,
Dy Commissioner
Hassan District.

To

The Secretary to the Government
of Mysore - General and
Revenue Departments
Bangalore.

Sir

I have the honor to submit the accompanying file of correspondence relative to a petition presented by one Venkatkrishniah, purchaser at a Revenue Sale for arrears, for being put in possession of the lands he purchased. The case is a very long standing one, but the facts are peculiar and the various stages through which it has passed, have created a doubt in my mind as to the disposal of Venkatkrishniah's application.

2. The facts of the case appear from the accompanying memo of the Gen'l Asst Comm'r. Mr Nanjundaseshana Iyer. The petitioner Venkatkrishniah purchased

4

purchased 5 Vrittics at the auction sale. These 5 Vrittics or Shares exist in all the 7 villages including those which, among themselves, the Vrittidars agreed, should be kept exempt from the liability to the payment of Government dues. There has been no division of land, the revenue demand from the villages being divided among the Sharers. Venkatkrishniah was put in possession of the Vrittics he purchased. It was, it is presumed, only a Symbolical or nominal possession. Failing, however, to get any benefit from that possession as his opponent Subbaya continued to enjoy the profits, Venkat Krishniah sued in the Civil Courts for possession, alleging that he had obtained it under the Revenue Sale, but was ousted subsequently by Subbaya. In the Civil Court, eventually, his suit was thrown out as that Court held that the purchaser, not having been put in possession, had to go to the Revenue Commissioner for obtaining possession. Venkat Krishniah accordingly seeks that possession. To deny him relief, because he

resorted

confirmation of sale by Government. Was it intended that Lubroy's 5 shares in the exempted village should be excluded from the sale altogether and the sale confirmed as regards Chandallikanjunialis 5 shares alone in the remaining 5 villages. If this was intended, it would have been so specified. But the sale of the whole of the 5 shares was confirmed. Lubroy was a part owner of these 5 shares under a title created by the original owner and could not, it seems to me, benefit by any order recognising relative positions among the body of the vettikaans. If it was not meant to exclude Lubroy's share from sale, then the order directing that the existing arrangement among vettikaans as regards mode of enjoyment could only have meant that the 5 shares in the encumbered 5 villages were meant to be held liable for the proportionate assessment on the remaining 39 shares in the exempted villages.

4. Indeed it appears that as regards the

17

the Confirmation of Sale, there was no necessity for recognizing the arrangement among the Vatikidars. At the Inam Settlement, the Vatikis were defined and each Vatiki could be made liable for the proportionate Jodi due thereon. However that may have been, it is now necessary to decide whether or not Ramkali Kristniah can be given any reliefs. On this question, I beg to solicit orders of Government, as I am not sure what was meant in Proceedings No. 4962-70 / Cir 126 dated 1st December 1887, as to the scope of which, even the Judges of the Chief Court entertained a difference of opinion.

I have the honor to be
Sir,
Your most obedient Servant
Christian Samuel
Dy Commissioner

executed a receipt for having obtained possession, would indeed be drawn, as the Civil Court was closed to him, because he had not obtained possession.

3. It will be seen that Mallikarjuniah and Subbaya held the Shares. The former held three in the 5 villages kept liable for the Jodi and the latter three in a village exempted from payment. But the original owner of the whole of the 5 Shares was Kappiah, from whom Subbaya and Mallikarjuniah derived their title. The Jodi that fell into arrears was due on the whole 5 Shares without any distinction and these Shares were sold at the Revenue sale and Venkatharisthiah was the purchaser. The sale, that is the sale of the 5 Shares in the exempted as well as in the encumbered villages, was confirmed by Government, but subject, it was said, to the existing arrangement as to the mode of enjoyment among the Sharers. It was said that the purchaser was to step into the shoes of the previous owner, as regards liability to the whole body of Vrittidars. The question

is qualified

confirmation

(262)

To.

The Government of His Highness
the Maha Rajah of Mysore.

262 R
17-7-96

The humble petition of Venkata-
Krishna, son of Mallappiah, resident
of Gooli Hari Harpur, Hole Narasipur
Taluq. Hassan District respectfully
sheweth.

1. That the 5 Krithis of one Koppayya
situated in the villages of Hariharpur,
Devanahalli, Sigaranahally, Boranahally
Drekal Hassally, Chakenahally, Beerana
hally in Hole Narasipur Taluq, were
sold by the Revenue Authorities in 1887,
for arrears of Gooi due by the said
Koppayya, and the petitioner be-
came purchaser thereof.

2. That after the sale symboli
cal possession of the lands was given
the petitioner, by the Revenue Au-
thorities.

3. That the petitioner filed a
Civil Suit for possession against

the persons in actual possession, bu-
-proceed to give possession of the lan
to the petitioner in OS No. 101 of 189
the file of the Munsiff of Hole Nara
who decided the suit in the plain
favor. The defendants appealed
against that decision and the Su
-judge of Mysore reversed the deci
of the Munsiff, in appeal No. 64 of
against which decision the petit
preferred a second appeal to the
Chief Court (Second appeal No. 32 of 18
and the Chief Court held that the
Civil Court had no jurisdiction
to try the suit in as much as Sec
187 of the Mysore Land Revenue Co
provides that the Deputy Commission
had power to eject the persons in
actual possession and give a
the possession of the lands to the
-purchaser in a Revenue Sale.

4. That there upon the petitioner
applied to the Dy. Commissioner to p
him in actual possession of the
lands, by ejectment of those in po
-session, and the petitioner is give
to understand that the Dy. Commis
being of opinion that possession
having been once delivered, p
-sion of the lands cannot be gi
a second time, has refused
the matter to the orders of the Gov
ment.

5

Rev. Branch

Please see the Revenue Board's order written on the back of this petition.

(3)

1896

18

No. 262. R.

Name of Petitioner, Venkata Krishna

Village, Vani Sarkum

Taluk, Kalisamudram

District, Kurnool

Date of Arzi, "

Date of Receipt, 5 July 1896

Date of Disposal,

No. of Enclosure, Nil

ABSTRACT.

Prays that order may be given that the petitioner's possession of the land purchased by him in the Kalisamudram held in 1887 by the Revenue Authorities for the arrears of Fasli is Candayam.

—

Revenue order.

"Have the records the Deputy Tahsildar to submit this case. If so submit early. 17.7.96"

W 7786

Rejected

No proper reasons to be given for recommending remission during the year 1895-1896.

4/8

Subd

11/8

Who made the Arzi after? Arzi has been received & has been heard last Council day. The file must be with the Board

11/8

4 D. 123-95-2

1896 (5) 2

No. 297

Name of Petitioner, Venkatakrishniah of

Village, Harsiharapura

Taluk, Holé Narsipur

District, Hassan

Date of Arzi, 16.7.96

Date of Receipt, 20.7.96

Date of Disposal,

No. of Enclosure, Nil.

L.R. 123-95-3.

ABSTRACT.

States that he bought 5 Vrittis of in 1890 Jodi Harsiharapura for Rs 3690 in a Revenue Sale on account of the default of some Kapfiahs; that the sale was duly confirmed; the certificate was given & the property was delivered to him as per his receipt; that the said lands included in the said sale were disputed by one Lookaya who sued in the Munsiff's Court & during the final appeal in the Chief Court the Full Bench decided that the proper delivery should be made by the Rev: authorities; that thereupon the Dy Commr decided that delivery had already taken place; that this officer ought to have decided that the lands in question formed part of the Jodi & that the auction purchaser did get it; that he was told that

Jori; that 7 villages were originally given for 800 & odd Rupees of Jodi; that the Vrittidars arranged for the payment of the whole Jodi in 5 villages; the 6th one being dedicated to the God & the 7th kept by the Vrittidars free; that he has been working like a labourer for the past 8 years, that is, since his purchase, in collecting the whole Jodi from the above arranged 5 villages; that the lands are no more advantageous to him than a Kandaya land; that they are not treated as a Jodi & neither has he been given any part of the free land; & that he bought them meaning that they were Jodi lands.

Prays that his case be disposed of early (probably) by declaring that his lands are Jodi.

C.J.K
21.7.96.

5. The petitioner therefore humbly pray that the Government will be pleased to order that the petitioner may be placed in actual possession of the said Lands, otherwise the poor petitioner, who is the purchaser in the Revenue sale and has paid a large amount for the lands, will be left without remedy.

Petitioner begs to remain
Respected Sir
Your most obedient
Servant

MYSORE DEWAN'S OFF
RECD. No. 2447
DATE 20-4-26

Gen. 31]

(8)

REVENUE DEPARTMENT
Cl. No. 1239
Ref 10
1896
14 AUG 96
DEWAN'S OFFICE

From The Deputy Commissioner
Hasan District

To The Secretary to the
Government of Mysore
General and Revenue depttts.
Bangalore

Dated 12th
Despatched
Received August 1896

General No. 152
No. Secy

Enclosure No. Duo.

March
14/8/96 Recd 15/8
R
14/8
docket this relates has been
to 27th Instant.

His docket no. 1496/Ref 247 of the 10th instant, (received to day) calling for the submission of a copy of the Deputy Commissioner's letter no: 6 dated 5th April 1887, addressed to the Chief Secretary and that of the memo attached thereto.

With reference to the above, has the honor to submit the same as called for.

Dy Commissioner

L.R.123-95

Gen. 31]

189 (7)

From The Deputy Commissioner,
Hassan District.

To The Chief Secretary to the
Dewan of Mysore.

Dated 5th
Despatched 7th } April 1887.
Received

General No. 6
No. Secy

Enclosure No. 1 & Ten papers.

Has the honor to submit, herewith for sanction proceedings in connection with the sale of Jodi Harihanpura village in the Holenarsipur Taluk.

2. The particulars of sale are explained in the annexed memo. The sale may be confirmed.

I have &c.
D. Nanjundiah

Copy" attached

D. Commissioner

GOVERNMENT OF MYSORE

(7) 28

Taluk.	Hosanagara.
Hobli.	Kalekode.
Name of Jodi village.	Kanihalpad.
Names of Jodidars	Krishnappa and 4 others.
Extent	
Estimated Demand	1062-4-1.
Amount of Jodi payable to Government annually.	835-6-8.
Arrears for which Inamis were sold	1586-11-3.
Result of Sale	Rs 1856-0-0
Remarks.	The total amount of arrears due for the whole village was Rs 2264-5-4. All the Inamdars paid up their arrears before the date of Sale, excepting 4. their portions were sold as particularized hereunder.

privately sold by them to one Mallikarjunaiya and Venkat-kristniah, the purchaser in auction sale is reported to be his brother.

Recieved T. Ananda Rao
Dy Commissioner

"Copy" [illegible]
Dy Commissioner
Hassan Dist.

27

No	Names of vendees	Amount of arrears due			Vendible Lots	Amount labelled in Sale			Highest bidders
1.	Ketwaroo & 2 others	89	3	6	3/4	106	"	"	Ramabhaiya.
2.	Loobuya & Ruckkaulaiya.	335	1	10	2 1/4	397	"	"	Lubuya.
3.	Kasi Vanjappa & 2 others	576	14	3	3 3/4	670	"	"	Chandrasekaraiya.
4	Vanjappa & 2 others	584	13	8	5	670	"	"	Sankat Kuttiaiya.
	Total	1586	11	3	-	1856	"	"	All these are vendees.

All the purchasers have paid up the purchase money in full.

In case No 2, it will be found that one of the joint holders in default is himself the purchaser of the joint holding.

The 5 vendees & Vanjappa and 2 others (No 4) had been

(10)

31

Proceedings of the Govt of Bangalore

Read:-

Letter No 2112-S20-June 90

L.R. 123-95-5 from the Secy to Govt to Commr & Dist Judge Cuddapah requesting for the orders of Govt on the correspondence relating to the application of one Venkata Krishnappa Purchaser at a Revenue sale held in 1887 for being put in possession of the Village lands together with Mrs Neill Commr & Mr Chandra Sekhara Iyer's memo explaining the facts of the case

Docket

(2) Letter No 152-S12-Aug 95, forwarding copy of the decree by Commr & Docket No 5 of 30th April 87 and that of the memo attached thereto -

of 5 Villages of Jadi Kanchapuram Sub Rangapuram Taluk,

End V/file

Checked
Full
18/12

(913)

Order &
12-12-96

The question to be

be 29
decided is what is the extent
of joint lands bought by the
Petitioner. The answer is that
all the portions forming the
five Pattis belonging to
Kaspanja were bought by him.
At the time of the sale five
Pattis had passed out of the
hands of the original Pattidars
and were in the possession of
one Mallikarjunaya a re
brother of the Pet[r] and that of
the Counter petitioner Lingaya
The latter acquired his
portion by a private sale and
the former purchased his
part at a court sale. The
reason for the division of
the Pattis in this manner
is explained to be that by
an arrangement made by all
the Pattidars five of the area

The surmise of Asstt Comr Mr. Mahendrasekharaiya Iyer that Mallikarjunaiya deliberately allowed the Jodi to fall into arrears in view to ~~being~~ buy the whole at a Revenue sale is not improbable. But that fact does not debar the Petr from being put in possession of the whole right he acquired in the Rev sale. As argued by the Asstt Comr both the Petrs and Counter-Petrs bid for this property. Petrs were liable to pay the arrears, and the fact that Subraya (Counter Petr) bid for this property in the revenue sale shows that he had notice of it. It was his

the plaintiff duly to make good
the arrears and stopped the
sale - the omission to do so
is fatal to mine - For the reason
the whole transaction would and
they conveyed ~~and~~ immediately
both what was in the possession
of Ramkinjuanga and that
of the former Pltf. The only
reservation made in the
order of sale was that the
purchaser of these villages
was bound to the remaining body
of villagers by the arrangement
made by all of them for the assess-
ment of the village - In other
words the purchaser was bound
to respect the arrangement ~~set~~
which the villagers had themselves
set

apart for the enjoyment of the fee
and two were reserved for the
Trustees to enjoy free from
any distortions. This did not
mean that if the Trustees hav-
-ing had become of little use
into profit by the acts of indi-
-vidual Trustees and fallen
into disuse & enjoyment & they
would in a genuine sale lose
their character as a whole
such a reservation was not
made at the time of the sale
or at any time thereafter and
the effect of the repair was
the first deed and sale ^ the which followed
therefore to the whole Trustee
by tolonnaeus held and
enjoyed

enjoyed at the time of the sale -
All the subordinate rights created
among themselves by the sharers
of individual Villees were
determined by the revenue sale
and the purchaser at such sale
took their place as an entire
single holder. His relation to
the whole body of Villeedars
was alone respected and con-
continued by the order of Govt as an act
of grace. There cannot therefore
be any doubt that the Petr -
bought not only what was in
the possession of Mallikarjunaiya
but also what was held by
Subraya Comtee Petr - He is
entitled to be put in possession
Mallikarjunaiya of the
whole

whole of these lands - As
pointed out by the Dy Comrs
in his letter of reference the
possession obtained ~~thereby~~
~~possession~~ by the Petr was only
formal and was not such
as was contemplated by the
Land Revenue Code - He is
entitled to be put in actual
possession under the provisions
of Section 187. of the said Code
and if for so doing the ~~re~~
eviction of any one in the
possession becomes necessary
the Dy Comrs ought to
proceed in accordance with
the provisions of Section
209.

If

If Mallikarjunaya purposely made the default for securing the Counter Petn Lands the latter might have paid the arrears and secured his enjoyment. Mallikarjunaya act cannot be deemed fraudulent. He bought a right in a court sale which carried with it only the liability to pay the Jodi and brought no profits. He made the default and thus brought the whole Villages for sale.

Subbaya (Counter Petr)

Endeavoured in vain to show that in the Beriz of all the 3 villages as mentioned in the sale bills the value of the Lands in his enjoyment had been

Area excluded. It is clear

that the Rent given in Q.No. 4-1

is that of all the seven

villages.

C2 + C3

Secretary

Draft.

12/12/46

To The Deputy Commr.

Kurnool

Bbm.
5/12.